- Approved For Release 2001/07/28: CIA-RDP57,00084R000700120019-4 (1997)

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AGREEMENT made this day of June 1950, effective the day of June 1950, by and between the United States of America (hereinafter referred to as the Government), as represented by the Central Intelligence Agency, and (hereinafter referred to as the Employee).

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RECITALS

- A. The Government desires the services of the Employee for CIA under the circumstances requiring the Employee to provide himself with an appropriate cover for operations, and the Government desires to send the Employee overseas for intelligence operations.
- B. The Employee desires as an employee of the Government to serve CIA abroad under the supervision and control of the Office of Special Operations, and is willing to accept the responsibility of providing himself with a suitable cover for the purpose of such employment with the Government.
- ARTICLE I. Relationship of Employee to His Cover Occupation. The Employee shall understand that his cover occupation shall be one which is logical to his professional background and attainments, and shall outwardly conduct himself in accordance with this cover. All operational directions and instructions from OSO shall be transmitted from Headquarters in an appropriate manner.
- ARTICLE II. Relationship of the Employee with CIA. Although it may outwardly appear that the individual is other than an employee of the Government, he shall in fact be an employee of CIA and shall be generally governed by the regulations of CIA. The Employee shall be vested with all the rights, privileges, benefits, prerogatives, and duties of CIA staff employees, where not inconsistent with the terms of this agreement.
- ARTICLE III. Salary. The Employee shall receive an initial basic salary of \$5,250.00 per annum. Increases in basic compensation shall be in accordance with CIA policy. In the event that the salary level of the Employee's indicated rate is altered by general legislation, the salary authorized under this agreement shall be altered accordingly.
 - 1. The Employee's salary shall be paid to him in accordance with his written directions in a manner acceptable to CIA.
 - 2. From the amounts actually paid by CIA, there shall be deducted the appropriate percentage (now 6%) of the total base salary prescribed in this ARTICLE. This amount is to be deposited for eventual crediting to Civil Service Retirement Fund.

ARTICLE IV. Allowances. The Employee shall receive, where authorised in advance, in addition to above salary, overseas allowances including a Quarters and Cost of Living Allowance, Post Differential, and other

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appropriate overseas allowances in amounts not to exceed those which are authorized under CIA regulations. In the event the Employee receives any payments, under his assumed status, for a portion of the aforesaid items, such payments will be, in effect, offset against amounts due and payable by CIA. The Employee will be required to account in full for all sums expended under this paragraph.

ARTICLE V. Travel. CIA shall direct all travel which is to be performed by the Employee and his dependents, including both operational muscle and permanent change of station. The Employee shall be entitled to reimbursement for necessary expenses in connection with such travel as is directed by CIA, at rates not to exceed those permissible under Public Law 724. If the Employee receives any such payments from his assumed status, such payments will be, in effect, offset against the amounts due and payable by CIA.

Employee, for necessary expenses incurred in the performance of this agreement, not to exceed \$1,500.00 per annum. Such expenses include, but are not necessarily limited to, travel in his assigned area in the performance of this catract, entertainment, purchase of information, and other extraordinary expenses. Such expenses shall be approved by CIA or its authorized representative in the assigned area. All funds furnished or reimbursed under this paragraph shall be accounted for in accordance with existing CIA regulations, and it shall be the responsibility of the Employee to familiarize himself with the requirements of these regulations through the Approving Officer responsible for his activities.

ARTICLE VII. Annual and Sick Leave. The Employee shall be entitled to annual and sick leave in amounts not to exceed those authorized under CIA regulations. These shall be administered without the necessity of complying with the detailed procedures required thereby.

ARTICLE VIII. Death and Disability Benefits. The Employee shall be entitled to death and disability benefits equal to the benefits authorised under the United States Employees Compensation Act. The Employee will be eligible to procure insurance currently in force by the War Agencies Employees Protective Association. Claims by the Employee, or his heirs, assigns, or legal representatives under this ARTICLE will be processed by CIA in its discretion and in such manner as not to impair the past, present, or future security of the Employee or CIA.

ARTICLE IX. Continuance of Pay and Allowances. If the Employee is determined by CIA to be absent in a status of "Missing," "Missing in Action," "Interned in a Neutral Country," "Captured by an Enemy," "Beleaguered," or "Beseiged," he shall for the period he is determined to be in any such status be entitled to receive or to have credited to his account the same pay and allowances to which he was entitled at the beginning of such period of absence, Continuance of pay and allowances, as specified above, shall be in a manner similar to that prescribed in the Missing Persons Act of 1942, (50 U.S.C.A. App 1001-1015, 7 March 1942).

ARTICLE X. Rehabilitation. If the circumstances of the Employee become such that his employment with CIA is impaired to an extent that the employment contemplated under this agreement is no longer advisable or pessible through a breakdown of the security surrounding his professional cover or for other reasons, CIA may terminate this agreement, and, in such event, CIA will make appropriate adjustment within the scope of the contract to replace the Employee in a comparable professional position either within CIA or in other general occupation for which the Employee is equipped. Should this be impossible, CIA will continue the salary of the Employee, such salary to continue up to one year if required, during which period the Employee must make reasonable efforts so to rehabilitate himself. If the security of the Employee's continued employment should be placed in jeopardy through gross neglect or willful act of the Employee, appropriate action and guarantee of rehabilitation set forth hereinabove will be at the discretion of CIA.

ARTICLE XI. Federal Income Tax. It will be the personal responsibility of the Employee to comply with current sederal income tax laws in an appropriate manner consistent with the security of his personal circumstances. In furtherance of this responsibility, the Employee shall be required to file with CIA a copy of the original Income Tax form filed by him with the Bureau of Internal Revenue, United States Treasury. If no return is filed, CIA shall be so notified by the Employee.

ARTICLE XII. Security. This agreement contains information affecting the national defense of the United States within the meaning of the Espionage Act (50 U.S.C. 31 and 32, as amended). Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law. Violation of this ARTICLE or any security agreement signed by the Employee with the Government shall result in immediate disciplinary action, which may include suspension, separation from the Government service, and may subject the Employee to criminal prosecution under the Espionage Act.

- 1. The termination of this agreement will not release the Employee from the provisions of any security oaths which he may be required to take by CIA.
- 2. The Employee shall not publish, transmit, or divulge in any manner, information received by him as the result of his employment by the Government under this agreement without specific written authority from the Director, CIA.

ARTICLE XIII. Orders and Directives. Orders and Directives received in briefing and training shall be complied with by the Employee. We promises or commitments to the Employee of any nature whatsoever, beyond and in addition to the terms hereof, shall be binding on the Government unless and until such promise or commitment is reduced to writing and approved by an authorised official of CIA, and such writing placed with this agreement, thereby becoming an amendment hereto.

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ARTICLE XIV. Offset Against Salary. It is not contemplated that the Employee will derive any income from his cover employment. However, in the event the Employee obtains income other than under this agreement, the salary authorized in ARTICLE III hereof may be reduced by the amount of such income. Such reduction will not necessarily equal the amount of such income, and shall be subject to negotiation between the parties hereto.

ARTICLE XV. Term. The employment of the Employee hereunder shall be for such time as his services are required and appropriations are available for the functions of CIA. The Employee shall be considered under this agreement as a permanent employee of CIA. Unless sooner terminated in accordance with the provisions of this Agreement, the term hereof shall be limited to a two-year period from the effective date hereof.

	UNITED STATES OF AME (ICA.
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Typed 5 June 1950

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